
EAST HAWAI'I REGION
HAWAI'I HEALTH SYSTEMS CORPORATION

REQUEST FOR PROPOSALS

HHSC FY 24-0091

Hilo Medical Center Medical Office Building 3

For

Hawaii Health Systems Corporation
East Hawaii Region
1190 Waianuenue Avenue
Hilo, Hawaii 96720

AN AGENCY OF THE STATE OF HAWAII

Due Date for Proposals
in Response to this Solicitation:

October 12, 2023; 2:00 PM HST

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SECTION 1
GENERAL NOTICE

1.1 INTRODUCTION

This Request for Proposal (hereinafter “RFP”) is issued by the East Hawaii Region of the Hawaii Health Systems Corporation (“EHR” or “HHSC”), an Agency of the State of Hawaii. The purpose of this RFP is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive and responsible proposal. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “Offerors.”

1.2 PROCUREMENT TIMETABLE

The timetable set out herein represents HHSC’s best estimate of the schedule that will be followed in the RFP process. If an event in the timetable, such as “Closing Date for Receipt of Proposals,” is delayed, the rest of the timetable dates may be shifted by the same number of days.

	ACTIVITY	SCHEDULED DATES
1.	RFP Public Announcement	September 6, 2023
2.	Pre-Proposal Conference	September 13, 2023 10:00 AM
3.	Closing Date for Receipt of Questions	September 22, 2023
4.	Addendum for HHSC Response to OFFEROR’S Questions	September 28, 2023
5.	Closing Date for Receipt of Proposals	October 12, 2023 - No Later Than 2:00 p.m., HST
6.	Proposal Evaluations	October 13-20, 2023
7.	Proposal Discussions (optional)	October 23 – October 27, 2023
8.	Best and Final Offers (optional)	October 23 – October 27, 2023
9.	Contractor Selection/Award Notification (on/about)	November 1, 2023
10.	Contract Start Date	TBD

1.3 ISSUING OFFICER

The Issuing Officer is responsible for administrating/facilitating all requirements of the RFP solicitation process and is the **sole point of contact** for OFFEROR from date of public announcement of the RFP until the selection of the successful OFFEROR. The Issuing Officer will also serve as the Contract Manager responsible for contractual actions throughout the term of the contract. The Issuing Officer is:

Sam Nelson Regional Compliance and Contracts Officer
Hilo Medical Center
1190 Waiianuenue Avenue, Hilo, HI 96720
Phone: (808) 932-3113 FAX: (808) 933-2793
Email: snelson1@hhsc.org

1.4 SUBMISSION OF QUESTIONS

Questions must be submitted in writing via electronic mail, facsimile or post mail to the Issuing Officer no later than the "Closing Date for Receipt of Questions", identified in paragraph 1.2 in order to generate an official answer. All written questions will receive an official written response from HHSC and become addenda to the RFP.

- IMPORTANT -

OFFEROR may request changes and/or propose alternate language to the attached General and Special Terms and Conditions during this phase only. All requests will be presented to the HHSC Legal Department for review. No requests to change the General or Special Terms and Conditions will be entertained after the proposals have been submitted or during the contracting process. All written questions and/or approved changes will receive an official written response from HHSC and shall be recorded as addenda to the RFP.

HHSC reserves the right to reject or deny any request(s) made by OFFEROR. Responses by HHSC shall be due to the OFFEROR no later than the dates stipulated in Section 1.1.

Impromptu, un-written questions are permitted and verbal answers will be provided during pre-proposal conferences and other occasions, but are only intended as general direction and will not represent the official HHSC position. The only official position of HHSC is that which is stated in writing and issued in the RFP as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon.

SEND QUESTIONS TO:

Sam Nelson Regional Compliance and Contracts Officer
Hilo Medical Center
1190 Waiuanue Avenue, Hilo, HI 96720
Phone: (808) 932-3113 FAX: (808) 933-2793
Email: snelson1@hhsc.org

1.5 **PRE-PROPOSAL CONFERENCE**

HHSC will hold a Pre-Proposal Conference at 10:00 AM, on Wednesday, September 13, 2023, meeting outside the entrance to the medical office building located at 1285 Waiuanue Ave located at 1190 Waiuanue Ave Hilo, HI 96720 for all interested Offerors to cover the RFP and for the purpose of viewing the site after the conference. The Hospital staff involved will be present to answer questions and for contractors to view the location of the planned construction site. Attendance at the conference is not mandatory.

All written questions will receive a written response from HHSC and become addendums to the RFP. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement, and such communications may not be relied upon.

1.6 RFP AMENDMENTS

HHSC reserves the right to amend the RFP any time prior to the ending date for “Proposal Submission Deadline” date, identified above.

1.7 CANCELLATION OF RFP

The RFP may be canceled if it is determined to be in the best interests of HHSC.

1.8 PROTESTS

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved individual/business knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior not later than the “Proposal Submission Deadline”, identified above.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of the award or proposed award of the contract.

Any and all protests shall be submitted in writing to the Regional Chief Procurement Officer (RCPO), as follows:

Dan Brinkman
Regional Chief Procurement Officer
East Hawaii Region
1190 Waianuenue Avenue
Hilo, Hawaii 96720

SECTION 2
SCOPE OF SERVICES

2.0 GENERAL

- 2.0.1 The Hawaii Health System Corporation, East Hawaii Region (HHSC) is seeking proposals from qualified contractors (Contractor) to construct a Clinical Outpatient Medical Office Building . The approximate size of the expansion will be 19,143 square feet.
- 2.0.2 intentionally omitted
- 2.0.3 The awarded Contractor shall provide a Performance and Payment Bond in the amount of 100% of the contract value in accordance with the requirements listed in the General Conditions.

2.1 MINIMUM QUALIFICATIONS

- 2.1.1 The awarded Contractor shall have a minimum of three (3) years providing similar type services as requested within the Scope of Services, for a large sized organization such as government entities or commercial centers. **Prior experience working and a base of operations on Hawaii Island is preferred.**
- 2.1.2 The Contractor shall have adequately trained staff for the work described herein. A listing of key staff that may be assigned to work at HHSC facilities, along with their qualifications and certifications (if any), shall be included with their proposal.
- 2.1.3 The Contractor shall identify any and all known sub-contractors that it plans to use in the performance of the contract. The Contractor shall identify the capabilities, experience and portion of the work to be performed by the sub-contractor(s). The competency of the sub-contractor(s) with respect to skill, responsibility, business standing and being located on Hawaii Island shall be considered by HHSC when making the award.

2.2 CONTRACTOR'S SCOPE OF WORK

- 2.2.1 The Hilo Medical Center is seeking a Contractor to construct an medical office building to join previously constructed buildings located at 1285 Waiuanue Ave Hilo, Hawaii 96720, pursuant to the attached Drawings and Specifications dated 4/27/23. Contractors are encouraged to visit the site during the Pre-Proposal Meeting to view existing conditions.

Project drawings and specifications can be downloaded from the following location:

<https://hawaiihealthsystemcorporation.sharefile.com/d-s4db7d76bef3042858b8da30b16e50b1d>

- 2.2.2 Hilo Medical Center is responsible for Special Inspections as required by the County of Hawaii, Special Inspection form. Other types of inspection requirements mentioned in the specifications will be the responsibility of the Contractor including the concrete testing. The Contractor is also

responsible for completing and providing As-Built drawings by a licensed engineering or architectural firm, at his/her own expense.

- 2.2.3 The Contractor shall provide in their proposal a Preliminary Construction Schedule in accordance with Section 013200 Construction Progress Documentation. The building permit has been applied for but not yet issued, with the Contractor revising the schedule upon building permit issuance, and commencing construction within one week of the building permit's issuance. **A shorter Construction Schedule, with supporting documentation confirming the schedule is achievable, will be evaluated favorably.**
- 2.2.4 Once the Project begins, the Contractor will participate in weekly Owner Architect Contractor Meetings, providing requested updates and documentation to keep the Owner and Architect informed of the Project's Status.
- 2.2.5 The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of the contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the HMC Technical Representative.
- 2.2.6 This project will utilize Procore's (www.procore.com) project management and collaboration system for all project documentation. The Contractor will be invited to, and are required to create a Procore username (email) and password if they do not already have one. The Contractor is required to obtain drawings, sketches, RFIs, meeting minutes, coordination drawings, change information, etc. via this application. It will be the responsibility of the Contractor to regularly check and review updated documents as they are added. The Contractor is required to complete a free, one-hour training certification course located at <http://learn.procore.com/procore-certification-subcontractor> within (2) two weeks following contract execution. There will be no cost to the Contractor for use of Procore.

The Contractor shall use the Procore App on-site to provide real-time access to current posted drawings, specifications, RFIs, submittals, project documents, as well as any deficient observations or punch list items.

- 2.2.7 If there is a conflict of terms between the included Specifications for Hilo Medical Center Medical Office Building MOB 3, and the included State of Hawaii Interim General Conditions, 1999 Edition, the State of Hawaii Interim General Conditions, 1999 Edition shall control.

2.3 WORKING IN THE FACILITY

- 2.3.1 The Contractor shall comply with the following Hilo Medical Center's Construction Policies; copies of the policies can be found at <https://www.hilomedicalcenter.org/resource-library/>:
- A. 743-150-07: Outside Contractors – Hazard Communications Program (Maintenance) (PDF)
 - B. 743-150-08: Outside Contractors Working on the Facility (Maintenance) (PDF)
 - C. 800-125-30: Construction and Renovation (Infection Control) (PDF)
 - D. 850-122-26: Contractor/Sub-Contractor Safety & Environmental Practices at HMC

(Administration) (PDF)

2.4 TECHNICAL REPRESENTATIVE

The Technical Representative shall have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing the CONTRACTOR'S performance; and approving completed work/services with verification of same for the CONTRACTOR'S invoices. The Technical Representative also serves as the point of contact for the CONTRACTOR for "Technical" matters (non-contractual) from award to contract completion. The Technical Representative is:

Kris Wilson
East Hawaii Region Chief Information Officer
808-932-3802
kwilson@hhsc.org

SECTION 3
PROPOSALS

3.1 PROPOSAL PREPARATION

Offerors shall prepare a written proposal in accordance with requirements stated herein and provide the proposal to the individual at the address indicated below. The proposal, at a minimum, shall include the categories identified below.

- A. The information identified below;
- B. The pricing information identified below;
- C. Proposal Transmittal Cover Sheet, Appendix A;
- D. Acceptance or Notifications of Clarifications of our General Conditions, Appendix B;
- E. Standards of Conduct Declaration, Appendix F; and

Offerors should submit all required information specified above to qualify their proposal for evaluation and consideration for award.

The General Conditions (Appendix C), the Special Conditions (Appendix D) and the Specifications contained in this RFP packet shall be read by the Offeror, as they will form a part of the contract entered into between the Offeror and HHSC, and they will govern all items and services provided under the contract.

3.2 DISQUALIFICATION OF PROPOSALS

HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the Scope of Services. Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice. HHSC reserves the right to ask for clarification of any item in the proposal.

3.3 ELECTRONIC DOCUMENTS:

HHSC may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by HHSC shall be null and void. In those instances where modifications are identified, the original document issued by HHSC shall take precedence.

3.4 SUBMISSION OF PROPOSALS

Each OFFEROR may submit only one (1) proposal (which includes a technical proposal and a price proposal). Alternate proposals may be accepted. The Issuing Officer must receive one (1) original hardcopy and one (1) electronic copy of the proposal no later than the "Closing Date for Receipt of Proposals", identified in Section 1, paragraph 1.1. **Proposals received after this time/date may be rejected.** Mail or deliver proposals to the following address:

Sam Nelson Regional Compliance and Contracts Officer
Hilo Medical Center
1190 Waiianuenue Ave., Hilo, HI 96720

Fax: 808. 933-2793
Email: snelson1@hhsc.org

Electronic proposals can be submitted to the following file share address:

<https://hawaiihealthsystemcorporation.sharefile.com/r-ra343040b425b41b09df1719c790eb81a>

The submitted electronic documents or for hardcopies, the outside cover of the package containing the proposal should be noticeably marked, as follows: **RFP # HHSC FY24-0091: <Vendor Name>**

3.4.1. Confidential Information:

- A. If a person believes that a portion of a bid, proposal, offer, specification, or protest contains information that should be withheld due to confidentiality, the Contracting Officer shall so be notified. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A detailed statement, presented as a cover letter, shall both identify those specific areas considered confidential and also state the specific harm or prejudice which may arise if disclosed.
- B. The information identified by the person as confidential shall not be disclosed until the Contracting Officer makes a written determination. HHSC cannot guarantee that designated data will be kept confidential.
- C. If approved, such confidential information shall be removed from the public record.
- D. An entire bid, proposal, offer, specification, or protest shall not be identified as confidential; only those portions which are considered proprietary, trade secrets or patented information. Pricing shall not be considered as confidential. The proposals are subject to disclosure rules set forth in Chapter 92F, H.R.S. The OFFEROR bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in chapter 92F.
- E. All proposals and other material submitted by OFFERORS become the property of HHSC and may be returned only at HHSC's option.

3.5 PROPOSAL INFORMATION

Offerors are hereby notified that evidence of the authority of the person(s) signing the offer document is required to be included with the offer documents. Failure to comply with this requirement will be cause for rejection of an offer as being non-responsive.

3.5.1. Technical Proposal:

The Offerors should prepare their technical proposals to highlight all the elements of Scope of Service the Offeror's program meets. The Offeror's experience and past performance providing the requested services will be evaluated on the extent of its success in managing and integrating projects relevant to that defined in this Solicitation and General Requirements. Therefore, the Offeror is advised to submit any and all information which documents successful and reliable experience in past performances as related to this RFP.

References. References should be verifiable and be able to comment on the Offeror's related experience. The Offeror should submit, at a minimum, **two (2) professional references** for similar services provided over the last three (3) years that would demonstrate the Offeror possesses an understanding and the experience in providing the required services.

Quality of staff will be an area considered. The firm's clients' assessment of the quality of staff provided will be an element specifically sought after during reference verifications. The Offeror should provide **an organizational chart** which clearly shows the reporting and lines of authority; to include all proposed key personnel and any proposed subcontractors. The organizational chart should identify the prime point of contact between the Offeror and HHSC.

The Offerors and Offeror's subcontractor's familiarity and experience in completing past work on Hawaii Island will be taken into consideration in the evaluation process.

3.5.2 Proposed Method of Approach:

The Offeror should utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the requirements of the Scope of Services. When appropriate, the narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only when necessary to describe a technical process.

3.5.3 Cost:

The evaluation of the category of Cost, as requested in RFP Section 4.0, shall be based on the prices, as indicated on the **Compensation and Fee Schedule** submitted with Offeror's proposal.

HHSC is not required to respond to each Offeror for further negotiations, even though that option is available.

3.5.4. Additional Information:

The Offeror may submit any other pertinent information that would substantiate the Offeror has the experience, expertise and capability to provide the required services.

3.6 INTENT TO PROVIDE CERTIFICATE OF INSURANCE

The Offeror should provide a statement that, if notified of contract award, it will submit to HHSC for review and acceptance the applicable certificate/s of insurance as required within this RFP document within five (5) business days of such notification.

3.7 EXCEPTIONS TO GENERAL CONDITIONS:

- 3.7.1 If an Offeror takes any exception to any term, condition or requirement included in this solicitation document, such exception shall be submitted to the Contracting Officer prior to the date of Receipt of Questions as listed in the RFP Timetable.
- 3.7.2 If an Offeror includes in its proposal exceptions that are not covered by paragraph 3.7.1, above, and that are not approved in writing by the Contracting Officer, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect the proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.
- 3.7.3 To the extent they are inconsistent with the terms of the Solicitation, the Offeror's preprinted or standard terms will not be considered by HHSC as a part of any resulting Contract.

3.8 OFFEROR'S RESPONSIBILITY

The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that HHSC is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may have an adverse impact on the evaluation of the Offeror's proposal.

3.9 DISCUSSIONS

In accordance with East Hawaii Region Procurement Policies after the initial receipt of proposals, discussions may be conducted with Offeror(s) who submit proposals determined to be reasonably susceptible of being selected for award. Award may be made without discussions; therefore, offers should be submitted complete and on most favorable terms.

SECTION 4

COMPENSATION & FEE SCHEDULE

Vendor Name _____

4.0.1 The undersigned Offeror hereby proposes to furnish and pay for all materials, tools, transportation, equipment, labor, all insurances, and other incidental work necessary for the Hilo Medical Center Acute Hospital Expansion Phase 1 - RFP No. FY24-0091 together with equipment and all necessary appurtenances and work incidental thereto in accordance with the true intent and meaning of the Plans, Request for Proposal document, Offeror's Proposal, Specifications, Interim General Conditions (1999 Edition) and Special Conditions, made a part of these specifications by reference; and any other form of pertinent proposed contract documents which have been attached herein and hereby made a part of the project specifications and contract documents, for the Total Lump Sum Price of:

_____ Dollars (\$ _____)

which includes all applicable taxes and expenses for the Project.

4.0.2 Complete the attached PROPOSAL SCHEDULE FOR Hilo Medical Center Medical Office Building MOB 3

4.0.4 Offerors shall include a listing of the primary business address for each subcontractor proposed for this Project.

4.0.5 The Offeror shall provide the applicable labor rates and markups (if any) that would be applicable to change orders.

4.1 RECEIPT OF ADDENDA

Receipt of the following addenda issued by the HHSC is acknowledged by the date (s) of receipt indicated below:

Addendum No. 1 _____ Addendum No. 5 _____

Addendum No. 2 _____ Addendum No. 6 _____

Addendum No. 3 _____ Addendum No. 7 _____

Addendum No. 4 _____ Addendum No. 8 _____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this Proposal as submitted.

4.2 ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

4.2.1 The Contractor agrees the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444 HRS, who will be engaged by the Contractor on this project to perform the required work indicated pursuant to East Hawaii Region Policies. The Contractor certifies that it and its listed subcontractors or joint contractors together hold all licenses necessary to complete the Work, and understands that failure to comply with this requirement may be just cause for rejection of the bid.

4.2.2 'A' General Engineering Contractors and 'B' General Building Contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in *Okada Trucking Co., Ltd. v. Board of Water Supply, et al.*, 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area in which the general contractor has no license. Although the 'A' and 'B' Contractor may still bid on and act as the "Prime Contractor" on an 'A' or 'B' project (*See, HRS § 444-7 for the definitions of an "A" and "B" project.*), respectively, the 'A' and 'B' contractor may only perform work in the areas in which they have the appropriate contractor's license (*An 'A' or 'B' Contractor obtains 'C' specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the Contractor to review the requirements of this Project and determine the appropriate licenses that are required to complete the Project.

4.2.3 The Contractor shall provide the complete firm name, license number and nature and classification description by each joint contractor or subcontractor. For projects with Alternate(s), Contractors shall fill out the supplementary schedule and list the Joint Contractor or Subcontractor who will be engaged for the respective Alternate Work. Do not include any Joint Contractor or Subcontractor previously listed.

4.2.4 Contractors shall list only one joint contractor or subcontractor per required specialty contractor's license.

4.2.5 All joint contractors or subcontractors are subject to HHSC's approval, and HHSC shall have the right to refuse, in its discretion, any joint contractor or subcontractor named by the Contractor.

HHSC shall discuss any refusal of a joint contractor or subcontractor with the Contractor and shall assist the Contractor in naming a replacement acceptable to HHSC.

Class	Classification Description	License	Complete Firm Name Joint Contractor or Subcontractor

4.3 COMPENSATION

In full consideration for the services to be performed by the CONTRACTOR under this Agreement, HHSC agrees, subject to appropriation and allotments, to pay to the CONTRACTOR the following compensation, including all applicable taxes and expenses incurred, in accordance with and subject to the following:

- 4.3.1 HHSC shall pay CONTRACTOR progress payments as work progresses as designated by the Pricing Schedule submitted with the Offer, for services and materials rendered pursuant to and during the term of this agreement, inclusive, all in arrears, subject to the prior receipt of the following written documentation, which must be submitted on the American Institute of Architect’s (AIA) Application and Certificate for Payment (Form G702) and Continuation Sheet (Form G703), and include:
 - A. the date(s) of the service(s) performed;
 - B. the contract number (HHSC 24-0091);
 - C. a description of the tasks performed with such detail as the Technical Representative may reasonably request;
 - D. the dollar amount of work completed and outstanding;
 - E. signed, certified, notarized and dated by the Offeror’s delegated signatory.

- 4.3.2 The CONTRACTOR'S invoice is due by the tenth (10th) day of the month immediately following the month in which the services were provided. HHSC shall pay sums due FORTY-FIVE (45) days

after receipt of CONTRACTOR'S invoice or the last day of the month immediately following the month in which the services were provided, whichever is later. Failure to submit an invoice on the prescribed forms or to include the information required may delay payment processing.

4.3.3 HMC reserves the right, during construction, to decrease or increase the scope of work, to decrease or increase construction schedule, because of limitations of funds, with no adjustment in unit prices other than that specified hereinabove.

4.3.4 It is understood and agreed that the contractor shall be responsible for bearing the cost of all inspections, permits and specialty inspections including testing, etc., as required for the project's scope of work. The Contractor is also responsible for completing and providing As-Built drawings by a licensed engineering or architectural firm, at his/her own expense.

4.4 OTHER CONDITIONS

4.4.1 Anti-collusion Certification - In accordance with HAR 3-122-192, by submitting this proposal, the Contractor is declaring that the price submitted is independently arrived at without collusion.

4.4.2 Certification for Safety and Health Programs for Offers in excess of \$100,000 - In accordance with HRS 396-18, by submitting this proposal, the Contractor certifies that its organization will have a written safety and health plan for this Project that will be available and implemented by the date stipulated in the Notice to Proceed. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).

4.4.3 Labor and Wage Certification - In accordance with HRS 104 Wages and Hours of Employment on Public Works Construction Projects in excess of \$2,000, by submitting this proposal, the Contractor will comply with the requirements of chapter 104 and certifies that:

A. Individuals engaged in the performance of the contract on the job site shall be paid not less than wages that the Director of Labor and Industrial Relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects including any periodic adjustments to the prevailing wages during the performance of the contract;

B. Overtime compensation shall be at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or legal holiday of the State or in excess of eight hours on any other day; and

- C. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.
- 4.4.4 For bids of \$25,000 or more, the Contractor shall comply with the following chapters of the Hawaii Revised Statutes (HRS): Chapter 237 HRS (general excise tax); Chapter 383 HRS (employment security - unemployment insurance); Chapter 386 HRS (workers compensation); Chapter 392 (temporary disability insurance); Chapter 393 HRS (pre-paid health care); and shall be incorporated or organized under the laws of the State, or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract. Contractor shall complete the CERTIFICATION OF COMPLIANCE form at the end of the PROPOSAL and submit it with their bid.
- 4.4.5 It is understood that HMC reserves the right to reject any or all bids, or to accept other than the low bid, as may appear in the best interest of the work. It is also understood that the bid shall be awarded only to a Contractor who is currently licensed in the State of Hawaii.
- 4.4.6 The Offeror hereby agrees that if he is awarded this contract, he will enter into and execute the same within ten (10) days from the date of notice to award and furnish a performance bond in the amount and character required.
- 4.4.7 The Offeror further agrees that if awarded the contract and if he FAILS to enter into and execute the contract and furnish the required bonds within the specified time, the Owner may determine the Offeror has abandoned the contract and thereupon forfeiture of the security accompanying his proposal shall operate and the same become property of the Owner.

24-0091
CERTIFICATION OF COMPLIANCE

_____ certifies it is in compliance with all laws
(Company Name)

governing entities doing business in the State, including the following:

1. Chapter 237 HRS (General Excise Tax)
2. Chapter 383 HRS (Hawaii Employment Security Law - Unemployment Insurance)
3. Chapter 386 HRS (Workers' Compensation Law)
4. Chapter 392 HRS (Temporary Disability Insurance)
5. Chapter 393 HRS (Prepaid Health Care Act)
6. Offeror is incorporated or organized under the laws of the State or is registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

Furthermore, _____ acknowledges that making a
(Company Name)

false certification shall cause its suspension from further offerings or awards pursuant to Hawaii Revised Statutes.

Signature: _____ Date: _____

Print Name: _____

Title: _____

SECTION 5 EVALUATION

5.1 INTRODUCTION

The evaluation of proposals will be conducted comprehensively, fairly, and impartially. The evaluation will be made on the basis of experience, the Offeror's narrative discussion as to their methodology for meeting the requirements of the Specifications, the ability of the Offeror to best meet HHSC's specified requirements and the acceptability of the proposed pricing.

5.2 EVALUATION PHASES

Evaluation phases will be conducted as follows:

- Phase 1.....Evaluation of Mandatory Requirements
- Phase 2.....Technical Proposal Evaluation
- Phase 3.....Cost Proposal Evaluation
- Phase 4..... Proposal Discussions (**optional**)
- Phase 5..... Best and Final Offer (**optional**)
- Phase 6.....Recommendation for Contract Award

5.2.1 PHASE 1--EVALUATION OF MANDATORY REQUIREMENTS

The evaluation of the mandatory requirements, as listed below shall be based upon a "pass/no pass" basis. The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsible and responsive to RFP requirements to permit a complete evaluation, i.e. responsible in terms of "Does the Offeror have the capability to perform fully the requirements of the Specifications"; and responsive in terms of "Were proposal documents, as identified below, received and contain the required information?" Failure to meet or submit any mandatory requirement ("no pass") with the proposal may be grounds for deeming the proposal non-responsible, non-responsive or both and may disqualify the proposal.

Proposal "**Mandatory Requirements**":

- A. Proposal Transmittal Cover Sheet (Appendix A)
- B. Acceptance (or Notification of Clarifications) document (Appendix B)
- C. Technical Proposal (Experience & Method of Approach)
- D. Cost Proposal, including Proposal Schedule for Hilo Medical Center Expansion Phase 1 (Completed Compensation & Fee Schedule)
- E. Proposal Submission Checklist (Appendix E)

5.2.2 PHASE 2--TECHNICAL PROPOSAL EVALUATION

Evaluation of Offeror's technical proposal shall be conducted using the technical proposal categories and the value weight percentages identified in paragraph 5.3; and, the evaluation scoring system identified in paragraph 5.4.

5.2.3 PHASE 3--COST PROPOSAL EVALUATION

Evaluation of the cost proposal shall be conducted using the cost proposal category identified in Section 4 and paragraphs 5.3, the value weight percentages identified in paragraph 5.3; and, the evaluation scoring system identified in paragraph 5.4.

5.2.4 PHASE 4--PROPOSAL DISCUSSIONS (OPTIONAL)

HHSC may conduct discussions with Offerors. Offeror’s proposals may be accepted without discussions. HHSC shall inform Offerors of specific discussion topics and issues; and, schedule discussions proceedings.

5.2.5 PHASE 5--BEST AND FINAL OFFER (OPTIONAL)

Offerors may be requested to submit a “Best and Final” offer. “Best and Final” offers shall be evaluated and “scoring” of the Offeror’s proposal adjusted, accordingly. If a “Best and Final” offer is requested but not submitted, the previous submittal shall be construed as the “Best and Final” offer.

5.2.6 PHASE 6--RECOMMENDATION FOR CONTRACT AWARD

The Evaluation Committee shall make a recommendation of its proposal evaluation findings/rankings and provide recommendation for award of contract to the head of the purchasing agency.

5.3 EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES

Mandatory Requirements	Pass/No Pass
	<u>Value Weight</u>
Technical Proposal	
Experience & Expertise of Firm / Key Personnel	20%
Method of Approach to Scope of Services.....	20%
Project Schedule	20%
Cost Proposal	<u>40%</u>
TOTAL.....	100%

5.4 EVALUATION SCORING SYSTEM

The maximum number of points available for scoring is one hundred (100). The proposal receiving the highest number of points is considered statistically the best proposal and most advantageous to HHSC; and, will be recommended for award of contract, unless otherwise determined and justified by the Evaluation Committee.

The evaluation categories are assigned a value percentage, as determined by HHSC, totaling 100%. The Evaluation Committee will rate each category and assign a score based on the total percentage points available for that category. For example, if the percentage points for Experience and Expertise of the Firm are 40%, the maximum number of points that can be awarded in that category are 40. The Offeror's total score will be determined by having the Evaluation Committee assign points in each category to each Offeror based on their evaluation of that section of the Offeror's proposal; and totaling the score for all categories.

NOTE: In determining the total score, the Offeror's cost proposal with the lowest cost will receive the highest available rating allocated to costs (i.e., it will receive a rating of 30 for the cost proposal category). Each proposal that has a higher cost than the lowest will have a lower rating for costs. The points allocated to higher-priced proposals will be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

SECTION 6
AWARD OF CONTRACT

6.1 AWARD OF CONTRACT

Award of contract shall be made to the most responsible and responsive Offeror whose proposal is determined, by the East Hawaii Region's evaluation team, to provide the best value to HHSC, considering all evaluation reviews and results.

6.2 CONTRACT AWARD NOTIFICATION

An official "notice of award" notification will be provided to the successful Offeror; and, a "notice of non-award" notification shall be provided to all un-successful Offerors.

6.3 CONTRACT DOCUMENT

The contract will be made up of this solicitation (Scope and Compensation) and the terms and conditions attached hereto and referenced herein. The contract will also include your offer, including all exhibits, amendments and best-and-final offer, if applicable. This document will serve as the official, legal contractual instrument between both parties. This document will incorporate (by attachments or reference) the RFP, with any and all addendums; GENERAL CONDITIONS and any SPECIAL CONDITIONS; and, the Offeror's accepted proposal, with any and all addendums, changes, negotiated agreements, etc; all of which becomes part and whole of the Contract.

6.4 GENERAL CONDITIONS

The GENERAL CONDITIONS (Appendix C) are applicable and shall be part and whole and attached to the Contract. HHSC reserves the right to add terms and conditions during contract negotiations, if conducted. Additional terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

**PROPOSAL TRANSMITTAL COVER SHEET
RFP #HHSC FY 24-0091**

This page must be completed and have an original signature. Attach this page on top of your proposal. Proposals received without this page or incomplete of the requested information may be rejected from consideration.

Organization: _____
(If a corporation, partnership or limited liability company, provide the exact legal name as registered with the State Department of Commerce and Consumer Affairs)

Mailing Address: _____
(Post Office Box is not acceptable)

Federal Tax Identification No.: _____

Contractor's License No.: _____

Contact: _____ Telephone: _____

Email Address: _____ Facsimile No.: _____

Certification

The undersigned has carefully examined the Specifications outlined in this RFP and the general and special conditions presented in the proposal packet and hereby proposes to furnish at his own expense all labor and all items necessary to complete all work as shown and called for therein, all according to the true intent and meaning of the plans, specifications, general and special conditions. The undersigned also certifies that the information provided in this proposal is accurately represented.

Authorized signature

Printed name

Title

Date

24-0091
ACCEPTANCE (OR NOTIFICATION OF CLARIFICATIONS) DOCUMENT

Offerors Acceptance or Notification of Clarifications and Exceptions to the following GENERAL CONDITIONS:

On behalf of _____, Offeror, the undersigned does agree that it does not have any exceptions to the following General Conditions.

Signature: _____

Title: _____

Or

_____, Offeror, has the following clarifications and exceptions to the following General Conditions:
(Please attach additional pages, as required)

GENERAL CONDITIONS

The INTERIM GENERAL CONDITIONS may be obtained from the Division of Public works, Department of Accounting and General Services, State of Hawaii at the following website:

<http://pwd.hawaii.gov/wp-content/uploads/2014/12/InterimGeneralConditions1999Edition.pdf>

General Conditions Amended: The General Conditions are hereby amended as follows:

- A. The following terms specified in Section 1 are hereby defined:
 - 1. Bidder shall have the same definition as Contractor.
 - 2. Comptroller shall be the Chief Financial Officer at Hilo Medical Center or his authorized representative.
 - 3. Department shall be HHSC or its designee.
 - 4. Engineer shall be the person so designated by Hilo Medical Center
 - 5. State shall be HHSC or its designee.
- B. Section 1.20 and 1.25 replace "State of Hawaii" with "State".
- C. Section 2.1.1.2 is amended to have notices sent to the procurement officer listed in the RFP in lieu of the Comptroller. Also, notices emailed to the address specified in the Request for Proposal will be acceptable.
- D. Section 2.1.2.1: second sentence is hereby deleted in its entirety.
- E. Last sentence of paragraph 2.1.2.3 of the Interim General Conditions is amended to read as follows:

"Failure to submit either the required tax clearance certificate or Bid Form 4 will be sufficient grounds for HHSC to refuse to receive or consider the prospective bidder's proposal."
- F. The addresses specified in Section 2.6.1 of the Interim General Conditions shall be changed to Hilo Medical Center 1190 Waianuenue Avenue, Hilo HI 96720.
- G. For section 2.8.2, a bid security is not required.
- H. Sections 2.10 through 2.11 are hereby deleted in their entirety.
- I. Section 2.13 is deleted in its entirety. Protests if any will be adjudicated based upon the process spelled out in the RFP.

- J. In paragraph 3.9.2 of the Interim General Conditions, “ten (10) calendar days after such award or within such further time as the Comptroller may allow” shall be replaced with, “the time allowed in the previous section.”
- K. Section 4.1: the words “accepted bid” is deleted from the first sentence.
- L. Section 4.9.3: the words “submission of bids” is replaced with the words “execution of this contract”.
- M. Section 5.5: the last sentence is hereby deleted in its entirety and replaced with the following:

“In the event of conflict among the Contract Documents, the order of precedence is listed in paragraph 5 of this contract and is further detailed in the following subparagraphs:”
- N. Sections 5.5.1 and 5.5.2 are hereby deleted in their entirety.
- O. Section 5.8.1: “twenty-four (24)” is hereby changed to “one (1)”.
- P. Section 5.11 is hereby deleted in its entirety.
- Q. Section 5.12.4 is hereby deleted in its entirety.
- R. Section 7.3.7.4, subparagraphs a and b: Replace “If the project falls within the State University System, The University of Hawaii” with “HHSC”.
- S. Section 7.4.1 is hereby deleted in its entirety and replaced with the following:

“The Contractor shall prepare, process, obtain, and pay for all permits necessary for the proper execution of the work.”
- T. Sections 7.14.2, 7.19.2, and 7.19.4: delete “Departments and Agencies and their” and insert “directors” between “officers” and “representatives”.
- U. Section 7.14.4 is hereby added and reads as follows:

“Contractor warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. HHSC reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.”
- V. Section 7.15 delete “and its Departments and Agencies”.
- W. Section 7.21.8.6 — Delete the word “bad” before the words “weather day conditions.”
- X. Section 7.26.1 and 7.26.1.2, and 7.26.1.3 is amended to specify liquidated damages will be at an amount of \$500.00 per day.

Y. Section 7.35.1: the last word “earlier” is changed to “later”.

SPECIAL CONDITIONS

The GENERAL CONDITIONS are hereby amended with the addition of the following:

- 1.0 Conflict of Interest:** The Offeror shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of HHSC or the State without prior written approval by HHSC. The Offeror shall fully and completely disclose any situation that may present a conflict of interest. If the Offeror is now performing or elects to perform during the term of this contract any services for any HHSC health plan, provider or contractor or an entity owning or controlling same, the Offeror shall disclose this relationship prior to accepting any assignment involving such party.
- 4.0 Effective Date:** The effective date of this contract shall be the date that the Contracting Officer signs the Offer and Award page of this document unless otherwise stated in this document.
- 5.0 Time of Performance:** The Contractor shall submit the Progress Schedule with their submitted proposal. The Contractor and HHSC will agree to the Progress Schedule, and the Contractor shall complete all work by the schedule's completion date. The Agreement's expiration date will be thirty (30) days from the schedule's completion date.
- 7.0 Notice of Debarment, or Suspension:** The CONTRACTOR must provide written notice to Hilo Medical Center's Contracting Officer upon receipt of notification that the CONTRACTOR has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity. HHSC may, upon receipt of such written notice, immediately terminate this Agreement if HHSC determine that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 8.0 Anti-Kickback/Stark Law:** The parties to this Agreement certify that they shall not violate the Anti-Kickback Statute or the Stark Law with respect to the performance of this Agreement.
- 10.0 Exemption From Hawaii Revised Statutes Chapter 103D:** East Hawaii Region of HHSC is exempt from HRS Chapter 103D for this contract. References to sections of that statute or related administrative rules do not evidence intent to waive the exemption. References to the statute and rules herein are for convenience where it is our intent to incorporate some of the language of the referenced statute or rules as a matter of policy.

PROPOSAL SUBMISSION CHECKLIST

<u>Items Submitted</u>	<u>For HHSC Use</u>	
_____	_____	Proposal Received "On-Time"
_____	_____	Proposal Submitted in Negometrix e procurement system.
_____	_____	One Proposal Hardcopy Delivered to the Contract Management Office
_____	_____	Proposal Transmittal Cover Sheet (Appendix A)
_____	_____	Official Business Letterhead
_____	_____	Authorized Signature
_____	_____	Acceptance (or Notification of Clarifications) document (Appendix B)
_____	_____	Technical Proposal
_____	_____	References
_____	_____	Organizational Chart
_____	_____	Method of Approach
_____	_____	Project Schedule
_____	_____	Pricing Schedule & Compensation
_____	_____	Schedule for Hilo Medical Center Medical Office building MOB3
_____	_____	Not To Exceed Amount
_____	_____	Other Mandatory Items:
_____	_____	Non-Acceptance of "Specifications" Requirement(s)
_____	_____	All Data and Information Required by the RFP
_____	_____	Proprietary Documents Request (if any)
_____	_____	Proposal Submission Checklist
_____	_____	Standards of Conduct Declaration

*** IF SPECIFIC ITEM(S) ARE NOT APPLICABLE, MARK WITH "N/A" ---DO NOT LEAVE BLANK.**

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State or HHSC, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of _____, CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*

2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.

3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a State or HHSC employee or, in the case of the Legislature, by a legislator.

4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the State or HHSC within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.

5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a State or HHSC employee, or in the case of the Legislature, a legislator.

6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, 1) within the past twelve (12) months, served as a State or HHSC employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the State or HHSC if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the State or HHSC.

CONTRACTOR

By: _____
Title: _____
Date: _____

* Reminder to FACILITY: if the word "is" is circled above, YOUR FACILITY is required, under section 84-15, Hawaii Revised Statutes, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

END OF DOCUMENT

24-0091